

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

COLDWELL BANKER  
REAL ESTATE LLC,

Plaintiff,

v.

BRIAN MOSES REALTY, INC.,  
BRIAN MOSES & ASSOCIATES  
REALTY, INC. and  
BRIAN MOSES,

Defendants.

Civil Action No. 08-CV-50 (PB)

**STIPULATED JUDGMENT  
AND PERMANENT INJUNCTION**

This matter was brought by way of a Verified Complaint filed by Plaintiff Coldwell Banker Real Estate LLC ("CB") asserting certain claims against defendants Brian Moses Realty, Inc. and Brian Moses & Associates Realty, Inc. ("Moses companies"). The Moses companies having agreed to entry of this Stipulated Judgment and Permanent Injunction (the "Stipulated Judgment"):

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Judgment for money damages shall be and is hereby entered against the Moses companies, jointly and severally, for \$60,000.00.
2. A permanent injunction shall be and is hereby entered against the Moses companies, permanently enjoining them and their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Court's order by personal service or otherwise, from (1) making any representation

whatsoever that either falsely designates CB as being affiliated with their real estate services or making any unauthorized use of or infringing upon the Coldwell Banker® trademarks, service marks, tradenames and proprietary trade dress (collectively, the “Coldwell Banker® Marks”) or engaging in any other conduct that would cause or is likely to cause confusion, mistake, or misunderstanding as to the source, affiliation, connection, or association of them with CB or CB’s services, including but not limited referring to any prior affiliation with CB, and (2) from marketing or advertising material, including, but not limited to, www.brianmoses.com, LinkedIn, MySpace and Facebook, including but not limited to those of or affiliated with Brian Moses or entities in which he has an interest, operates or controls, that use or refer to the CB name, trademarks, logos or trade dress. A permanent injunction shall also (1) prohibit the Moses companies and Brian Moses from using at any time in connection with the sale of any real estate the telephone number(s) that either the Moses companies or Brian Moses used in connection with their former CB locations; and (2) require the Moses companies and Brian Moses to use their best efforts to remove, or cause to be removed, any references in any websites, including third party websites, to any association between any defendant or Brian Moses and CB.

**PLAINTIFF,  
COLDWELL BANKER REAL ESTATE  
LLC**

**DEFENDANTS,  
BRIAN MOSES REALTY, INC. and  
BRIAN MOSES AND ASSOCIATES,  
INC.**

By: /s/ Peter G. Callaghan  
Peter G. Callaghan, NHBAR #6811  
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-AND-

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It is **SO ORDERED** this 16 day of February, 2011.

/s/ Landya B. McCafferty  
United States Magistrate Judge